

Amendments to the Drawings:

Applicant proposes to amend Figures 2 and 3 to provide PRIOR ART labels for those figures. Replacement formal drawing sheets for Figures 2 and 3 are included in this Amendment and Reply.

REMARKS

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

Status of Claims:

“Withdrawn from consideration” claims 10 and 11 are currently being cancelled.

Claims 1, 2, 4-7, 13, 15 and 16 are currently being amended.

Claims 19-21 are currently being added.

This amendment adds, cancels and amends claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claims remain under examination in the application, is presented, with an appropriate defined status identifier.

After adding, canceling and amending the claims as set forth above, claims 1-9 and 12-21 are now pending in this application, whereby claims 12, 14 and 17 are withdrawn from consideration.

Clarification re: Submission of Certified Copy of Priority Document:

Applicant notes that the Office Action Summary has a checkmark next to box 12 and box 12a, indicating that an acknowledgement of Applicant’s Claim for Priority has been made by the PTO. However, the Office Action Summary did not include a checkmark next to box 12a1, which should have been made to indicate that a certified copy of the priority document was received by the PTO. Such an acknowledgement is requested in the next PTO correspondence.

Objection to the Drawings:

In the Office Action, the drawings were objected to because Figures 2 and 3 did not have PRIOR ART labels. By way of this amendment and reply, Applicant is submitting replacement formal drawing sheets for Figures 2 and 3, with PRIOR ART labels.

Objection to the Claims:

In the Office Action, claim 2 was objected to because of an informality noted in the Office Action. By way of this amendment and reply, claim 2 has been amended to correct that informality.

35 U.S.C. § 112, Second Paragraph Rejection:

In the Office Action, claims 1-5 were rejected under 35 U.S.C. § 112, second paragraph, as being indefinite, for the reasons set forth on page 3 of the Office Action. By way of this amendment and reply, claim 1 has been amended to overcome the indefiniteness rejection of claims 2-5.

Claim Rejections – Prior Art:

In the Office Action, claims 1-9, 13 and 15-16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Disclosed Prior Art (applicant's specification, pages 1-4) in view of Florzak (Successful Independent Consulting. Logical Direction). This rejection is traversed for the reasons given below.

The Office Action asserts that "utilization of an application service provider for management and use of applications and/or processing of information on a network is old and well known in the art of information technology. It would have been obvious to one of ordinary skill in the art at the time the invention was made to have modified Disclosed Prior Art and Florzak by incorporating an application service provider to obtain the benefits inherent in the utilization of application service providers such as cost savings." Applicant respectfully disagrees with this assertion made in the Office Action.

While it may be true that the use of ASPs in networks is known, the specific use of an ASP in a network of different enterprises, whereby confidential information has to be maintained between each of the different enterprises, and whereby a third party accounting firm is also allowed access to specific enterprises in order to evaluate the information of those specific enterprises based on information stored at the ASP, is not well known in the art, nor would it have been obvious to use an ASP in such a system to one skilled in the art at the time the invention was made.

As mentioned in the Background Section of the application, each enterprise may provide its proprietary information to an evaluator via a computer network, whereby there is no need to use an ASP for such a system. The fact that networks may have an ASP, by itself, is not enough for one skilled in the art to provide such a system to the Disclosed Prior Art system, since issues regarding security and the like become very prominent when proprietary information from different enterprises is stored at one location, and whereby security leaks and the like may occur, which would be disastrous to such a system.

Furthermore, the Office Action asserts that “Forming a contractual relationship between a business entity and an outside entity is old and well known in the art of business transactions and contract law, as evidenced by Florzak.”

In reply, the Florzak document is directed to simple two-party contracts, and does not appear to contemplate more complex contracts involving many different types of entities, such as the systems and methods recited in independent claims 1, 6, 13, 15 and 16. In more detail, a contract between an ASP, a plurality of different enterprises, and an accounting firm that is to evaluate one of more of those different enterprises using information stored at the ASP, goes well beyond the simple two-party (e.g., one buyer and one seller) contracts described in Florzak.

Accordingly, the statements made in the Office Action concerning: a) the adding an ASP to the combined teachings of the Disclosed Prior Art and Florzak, and b) the use of Florzak to teach the specific contracts recited in the presently pending claims, are incorrect, and would not have been done by one skilled in the art at the time the invention was made.

Accordingly, each of the presently pending independent claims 1, 6, 13, 15 and 16 is patentable over the cited art of record.

The dependent claims under rejection are patentable due to the specific features recited in those claims, as well as due to their dependency on either claim 1, 6, 13, 15 or 16, as discussed above.

For example, dependent claim 4 recites that the accounting firm obtains information from the ASP on a specific enterprise, whereby the accounting firm then evaluates details of the information of the specific enterprise that is stored at the ASP, and issues an electronic signature certifying the accuracy and appropriateness of the information of the specific enterprise, whereby that electronic signature is stored at the ASP.

Such features are not taught or suggested by the cited art of record. Namely, the use of an ASP in a network does not meet the features recited in claim 4, whereby the use of an ASP that stores proprietary information of various different enterprises, and that allows a third party accounting firm access to some or all of those different enterprises in order that the accounting firm may evaluate that information, is not something that one skilled in the art would have come up with, based on the Disclosed Prior Art and based on general knowledge of uses of ASPs.

Further, dependent claim 3 recites that an accounting firm is electrically connected to the communication circuit, and the accounting firm is a part of the prescribed contractual relationship among the plurality of enterprises, the corporate rating business entity, and the ASP.

Also, dependent claim 7 recites that an accounting firm has a prescribed contractual relationship with a corporate rating business entity and the target enterprise.

Such multi-party contracts between multiple entities, as recited in dependent claims 3 and 7, are not contemplated by Florzak's simple two-party contract description.

New Claims:

New claims 19-21 have been added to recite additional features of the present invention that are believed to provide a separate basis of patentability for those claims, beyond the reasons provided above for their respective base claims.

Conclusion:

Since all of the issues raised in the Office Action have been addressed in this Amendment and Reply, Applicant believes that the present application is now in condition for allowance, and an early indication of allowance is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check or credit card payment form being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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FOLEY & LARDNER LLP
Customer Number: 22428
Telephone: (202) 672-5300
Facsimile: (202) 672-5399

By Phillip J. Articola

David A. Blumenthal
Registration No. 26,257

Phillip J. Articola
Registration No. 38,819